

DECISION

Dispute Codes ET, FF

Introduction:

This hearing dealt with an application by the landlord seeking to end this tenancy early pursuant to section 56 of the *Act*. Both parties appeared for the hearing, gave affirmed testimony and had an opportunity to respond to the other parties' evidence.

Issue to be Determined:

Has the landlord shown that there is cause to end this tenancy and that it would be unreasonable or unfair to wait for a one month Notice to End Tenancy under the *Act* to take effect?

Background and Evidence:

The landlord testified that the tenant broke the door frame to the rental unit. The landlord provided a photograph in evidence. The landlord stated that the damage appeared to have been caused by someone kicking in the door to the rental unit. The tenant denied kicking in the door and stated that the damage occurred when she had to slam the door hard from the inside in order for it to close. The tenant testified that the door was damaged by a previous tenant and had not been properly fixed.

The landlord testified that the tenant had assaulted him and attempted to take his camera from him when he was taking a photograph of the damage to the door frame. The tenant denied assaulting the landlord, and stated that she was merely attempting to stop him from taking the photograph.

The landlord testified that the tenant had knocked over some fibreglass resin that was in the carport, and that belonged to another occupant in the rental property. The landlord stated that he gave the tenant opportunity to clean up the toxic substance, but that when she had not done so within a few days, he hired someone to do it. The landlord stated that when the tenant was asked to move her car to accommodate the clean-up, she drove her car on top of the spill. The tenant testified that she was going to clean up the resin, and did not want someone else to do it, or it would come off her security deposit.

The landlord testified that the tenant called him to make repairs to her dishwasher. The landlord responded right away, and the water was still running, spilling on to the kitchen floor. The landlord testified that he found a piece of black plastic jamming the door catch and when he removed it, the door closed properly. The landlord believes the tenant purposefully sabotaged the dishwasher in a retaliatory attempt to get back at him for issuing a Notice to End Tenancy. The tenant testified that she did not know how the black plastic got stuck in the door catch. She stated that she did not turn off the water

to the dishwasher because she wanted the landlord to see what the problem was with the dishwasher.

Both parties provided documentary evidence in support of their claims, including written testimony from witnesses.

Analysis:

In making an application for an early end to this tenancy the landlord has the burden of proving, on the balance of probabilities, that there is cause for ending the tenancy, such as unreasonably disturbing other occupants or the landlord, seriously jeopardizing the health and safety or lawful right or interest of the landlord and placing the landlord's property at significant risk, and by proving that it would be unreasonable or unfair to the landlord or other occupants to wait for a one month Notice to End Tenancy for cause under section 47 of the *Act* to take effect.

Based on the testimony and documentary evidence provided by both parties I find, on the balance of probabilities, that the tenant has seriously jeopardized the lawful right or interest of the landlord and placed the landlord's property at significant risk by:

- Failing to immediately clean up the spilled resin and attempting to stop the landlord from doing so; and
- Failing to turn off the water when the dishwasher malfunctioned, causing flooding to the kitchen floor.

Based on the photographs submitted in evidence, I further find it most likely that the door jam was broken following excessive force applied to the outside of the door, not the inside of the door.

I am satisfied that the landlord has met the burden of showing that it would be unreasonable or unfair for a one month Notice to End Tenancy to take effect.

The landlord has been successful in his application and is entitled to recover the cost of the filing fee from the tenant. Pursuant to the provisions of Section 72 of the *Act*, the landlord may deduct the amount of \$50.00 from the security deposit.

I hereby provide the landlord with an Order of Possession **effective two (2) days after service of the Order upon the tenant.**

Conclusion:

I hereby grant the landlord an Order of Possession **effective two (2) days after service of the Order upon the Tenant.** This Order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord may retain \$50.00 from the security deposit in recovery of the cost of the filing fee.

Dated: July 07, 2010.

Dispute Resolution Officer